J.E. BOWDEN

## DEED OF TRUST

THIS INDENTURE, made this 13 day of Fed.
between Carrier Transcription of the transcription
between Genmy Tuson Marcia Tyson, party of the first part,
and J.E. BOWDEN, party of the second part.
WITNESSETH, That whereas, said party of the first part,
being indepted to the said party of the second part in the sum
being indebted to the said party of the second part in the sum of #150000 (fifted hundred Dollars) evidenced by one Promissory Note of even date bearing Ten percent (10%)
by one Promissory Note of even date bearing Ten percent (10%)
interest per annum que and repayable in equal amoritized
monthly installments of
(\$) each with the first installment due
on and one installment due on the first day
of each month thereafter until paid in full:
Therefore in consideration of the premises, and of the,
sum of One Dollar to the party of the first paid by <u>TedSmith</u>
Trustee, the party of the first part has this day granted, sold,
conveyed and warranted to said Trustee the land in the Second
Judicial District of Panola County, Mississippi describbed Hs. DFSOTO CO.
follows: See Attacked Discription FEB 15 1 34 PM '96
and this cription
FEB 15 1 34 PM '96
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BK 810 PG 127 W.E. DAVIS CH. CLK.
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min patio on, olk.
The indebtedness may be paid before maturity without

penalty.

. Should the Trustee at any time believe said property, or any part thereof, endangered as security for said debt, he/she may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due day thereof, then this instrument to be void; but in default thereof, the said Trustee shall take possession of said property, and after giving notice of time, place and terms of sale, by advertisement according to law in said county shall sell the same at public auction, to the highest bidder for cash, at such time and place as he/she shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS the signatures of the party of the first part

the date written above.

Ternessee STATE OF MICEISCIPPI

COUNTY OF Shelby appeared before me, a Notary Public of said County whe within named was troop Too who acknowledged that he she signed and delivered the foregoing Deed of Trust on the day and rear therein mentioned.

Given therein my hand and official seal, this the

commission expires:

Notary Public

My Commission Expires April 18, 1998

Lot 5 of Oscar Harper Subdivision situated in Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi, as Book 22, Page recorded in Plat Clerk's Chancery Office, DeSoto County, Mississippi, and being more particularly described as beginning at the southeast corner of the said corner Lot 5; thence run north 211 feet to a point; thence run west 210 feet to a point; thence run south 210 feet to a point; thence run east 210 feet to a point; containing 1 acre, more or less.

Prepared
by Danny Metcalf
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38637
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